

CREDITOR: JEG FAMILY TRUST, JACK E. GALARDI, JR SUB-TRUST  
 ATTACHMENT TO CLAIM FORM 410 AMOUNT: \$1,053,191.20

### PROMISSORY NOTE

\$1,688,742.00

*November 7, 2014*  
 Las Vegas, Nevada

FOR VALUE RECEIVED, JEG FAMILY TRUST - TERI GALARDI SUB-TRUST ("Maker"), and TERI GALE GALARDI, individually guarantees ("Guarantor") that she promises to pay to the order of JEG FAMILY TRUST - JACK GALARDI JR. SUB-TRUST (hereinafter "Payee"), located in Las Vegas, Nevada, or at any other place that Payee of this note may designate in writing, (as it is understood by Maker, Guarantor, and Payee (the "Parties") and that Maker upon execution of this Promissory Note (or "Note") shall execute a Security Agreement to the same, the following:

1. The principal sum of One Million Six Hundred Eighty-eight Thousand Seven Hundred Forty-two Dollars and No Cents (\$1,688,742.00), as specified further below, with interest on unpaid principal at the rate of Three and Thirty-two Hundredths percent (3.32%) per annum, commencing as of the above-stated date and continuing until paid in full (hereinafter the "Promissory Note", or "Note"); and
2. All costs and attorneys' fees of the Payee if (a) legal counsel is engaged to assist in the collection of this note after a default hereunder, or (b) any action is brought to construe or enforce this note or any provisions hereof, or (c) the Maker becomes subject to any Chapter of the Bankruptcy Code, as amended, and the Payee, in the exercise of prudent business practice becomes a party to, participates in, is affected by, or joins in, and expends funds for attorneys' fees and costs or investigation, whether or not suit is instituted.

#### Payment of Principal & Interest:

Principal and interest shall be paid as follows: The principal and interest on the principal will be payable in Three Hundred Sixty (360) equal monthly successive installments in the aggregate amount of Seven Thousand Four Hundred Twenty-five Dollars (\$7,425.00). The first installment will be paid on the last day of the month, of the month subsequent to the month of the Effective Date of the Trust Allocation Schedule of the JEG Family Trust, and thereafter, Three Hundred Fifty Eight (358) equal successive monthly principal and interest installments in the aggregate amount of Seven Thousand Four Hundred Twenty-five Dollars (\$7,425.00) each on the remaining balance until on the Three Hundred Sixtieth (360th) month after the month of the Effective Date, on which date the final payment of the unpaid principal and interest of Nine Hundred Eighty-five Dollars and Thirty cents (\$985.30) will be due and payable. Principal and interest shall be payable in lawful money of the United States of America.

**Late Payment Penalty:**

Unless Maker obtains the express written consent of Payee prior to the event, any payment not made within Ninety (90) days of due date shall give rise to a late payment penalty due from Maker to Payee equal to Five percent (5%) of the gross monthly payment due. Notwithstanding the foregoing, this section applies only to those payments made after January 1, 2015.

**Default:**

Unless the Maker obtains the express written consent of the Payee prior to the event, the following items shall constitute a Default under this Note:

1. Should the Maker fail to make payment of any amount due under this note within One Hundred Eighty (180) days from when payment is due, or fail to perform any other obligation of Maker provided for herein,
2. Should Maker make an assignment for the benefit of creditors, or if a petition be filed by or against Maker under the provisions of any state insolvency law or under the provisions of the Bankruptcy Code, as amended, or should Maker become subject to the provisions of any Chapter of the Bankruptcy Code,
3. Should Maker default any obligation defined in the Agreements.

Upon any default of Maker as defined above, Payee shall be authorized to declare as immediately due and payable the then unpaid principal and to exercise any and all of the rights and remedies provided by the Nevada Commercial Code as well as all other rights and remedies either at law or in equity possessed by the Payee of this note. The whole sum of principal and accrued interest shall become immediately due at the option of the Payee.

**Guarantee:**

In the event of default, TERI GALE GALARDI, individually, hereby unconditionally guarantees as Guarantor, the principal and accrued interest owed to Payee under the terms of this Promissory Note.

**Prepayment:**

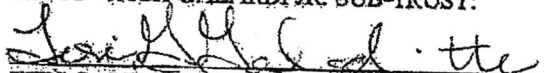
Maker shall have the right to prepay all or part of the principal of this Note without penalty.

**General Provisions:**

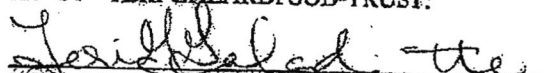
- A. All sums due hereunder shall be paid in lawful money of the United States of America.

- B. Interest shall be calculated on a 365 day year. In the event of prepayment, accrued interest as shown on Schedule BI will be revised to reflect any prepayment of principal.
- C. All payments made hereunder shall first be credited against accrued and previously unpaid interest; the balance shall be credited against principal, and interest shall thereupon cease on the principal so credited.
- D. In this note, the singular shall include the plural, each gender shall include the other.
- E. Maker, for itself and its legal representatives, successors and assigns, expressly waives demand, presentment for demand, notice of nonpayment, presentment for the purpose of accelerating maturity, dishonor, notice of dishonor, protest, notice of protest, notice of maturity and diligence in collection.
- F. The section and subpart headings contained herein are for purposes of convenience of reference only and shall not affect in any way the meaning or interpretation hereof.
- G. If this Note or any installment due is not paid in full when it becomes due, Maker is in default and agrees to pay all collection costs.
- H. Maker agrees that if any legal action is necessary to enforce this Note, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. This provision is applicable to the entire Note.
- I. Payee may assign its interest in the note at its sole discretion and Maker, upon notification, shall make payments pursuant to Payee's Assignee and Maker shall execute a revised Deed of Trust for the same.

Payee: JEG FAMILY TRUST - JACK GALARDI JR. SUB-TRUST:

  
TERI GALE GALARDI, Trustee

Maker: JEG FAMILY TRUST - TERI GALARDI SUB-TRUST:

  
TERI GALE GALARDI, Trustee

GUARANTOR:

  
TERI GALE GALARDI

STATE OF NEVADA           )  
                                  ) ss  
COUNTY OF CLARK        )

On this 7<sup>th</sup> day of November, 2014, personally appeared before me, a  
Notary Public, TERI GALE GALARDI, individually and as Trustee of the JEG FAMILY TRUST -  
TERI GALARDI SUB-TRUST and the JEG FAMILY TRUST - JACK GALARDI, JR. SUB-  
TRUST, who is personally known or proved to me to be the person whose name is subscribed to the  
above instrument and who acknowledged to me that he executed the foregoing instrument.



  
NOTARY PUBLIC